

The House Committee on State Institutions and Property offers the following substitute to SR 249:

#### A RESOLUTION

1 Authorizing the granting of nonexclusive easements for operation and maintenance of  
 2 facilities, utilities, and ingress and egress, in, on, over, under, upon, across, or through  
 3 property owned by the State of Georgia in Cobb, Floyd, Gwinnett, Muscogee, Paulding, and  
 4 Ware counties, Georgia; to repeal conflicting laws; and for other purposes.

5 WHEREAS, the State of Georgia is the owner of certain real property located in Cobb,  
 6 Floyd, Gwinnett, Muscogee, Paulding, and Ware counties, Georgia; and

7 WHEREAS, the City of Kennesaw, Atlanta Northern Traction Company LLC, Georgia  
 8 Power, Gwinnett County, Columbus Consolidated Government, the Public Service  
 9 Telephone Company, and Jones Company LTD desire to operate and maintain facilities,  
 10 utilities, and ingress and egress in, on, over, under, upon, across, or through a portion of said  
 11 property; and

12 WHEREAS, these facilities, utilities, and ingress and egress in, on, over, under, upon, across,  
 13 or through the above-described state property have been requested, approved, or both by the  
 14 State Properties Commission, Department of Human Resources, Department of Technical  
 15 and Adult Education, the Georgia Bureau of Investigation, the Department of Driver  
 16 Services, and the Department of Natural Resources.

17 NOW, THEREFORE, BE IT RESOLVED AND ENACTED BY THE GENERAL  
 18 ASSEMBLY OF GEORGIA:

19

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#### ARTICLE I

21

#### SECTION 1.

22 That the State of Georgia is the owner of the hereinafter described real property in Cobb  
 23 County, and the property is in the custody of the State Properties Commission, hereinafter

1 referred to as the "easement area" and that, in all matters relating to the easement area, the  
2 State of Georgia is acting by and through its State Properties Commission.

3 **SECTION 2.**

4 That the State of Georgia, acting by and through its State Properties Commission, may grant  
5 to the City of Kennesaw, or its successors and assigns, a nonexclusive easement for the  
6 operation and maintenance of a pedestrian underpass in, on, over, under, upon, across, or  
7 through the easement area for the purpose of maintaining, repairing, replacing, inspecting,  
8 and operating a pedestrian underpass together with the right of ingress and egress over  
9 adjacent land of the State of Georgia as may be reasonably necessary to accomplish the  
10 aforesaid purposes. Said easement area is located in the City of Kennesaw, Cobb County,  
11 Georgia, and is more particularly described as follows:

12 "That portion and that portion only as shown in yellow on engineering plans dated March  
13 22, 2006, prepared by R. Scott Caples, URS Corporation and on file in the offices of the  
14 State Properties Commission,"

15 and may be more particularly described by a plat of survey prepared by a Georgia Registered  
16 Land Surveyor and presented to the State Properties Commission for approval.

17 **SECTION 3.**

18 That the above-described premises shall be used solely for the purpose of installing,  
19 maintaining, repairing, replacing, inspecting, and operating said pedestrian underpass.

20 **SECTION 4.**

21 That the City of Kennesaw shall have the right to remove or cause to be removed from said  
22 easement area only such trees and bushes as may be reasonably necessary for the proper  
23 operation and maintenance of said pedestrian underpass.

24 **SECTION 5.**

25 That, after the City of Kennesaw has put into use the pedestrian underpass for which this  
26 easement is granted, a subsequent abandonment of the use thereof shall cause a reversion to  
27 the State of Georgia, or its successors and assigns, of all the rights, title, privileges, powers,  
28 and easement granted herein. Upon abandonment, the City of Kennesaw, or its successors  
29 and assigns, shall have the option of removing its facilities from the easement area or leaving  
30 the same in place, in which event the pedestrian underpass shall become the property of the  
31 State of Georgia, or its successors and assigns.



1 of the State of Georgia and that the State Properties Commission is authorized to use a more  
2 accurate description of the easement area, so long as the description utilized by the State  
3 Properties Commission describes the same easement area herein granted.

4 **SECTION 10.**

5 That the consideration for such easement shall be \$10.00 and such further consideration and  
6 provisions as the State Properties Commission may determine to be in the best interest of the  
7 State of Georgia.

8 **SECTION 11.**

9 That this grant of easement shall be recorded by the grantee in the Superior Court of Cobb  
10 County and a recorded copy shall be forwarded to the State Properties Commission.

11 **SECTION 12.**

12 That the authorization in this resolution to grant the above-described easement to the City of  
13 Kennesaw shall expire three years after the date that this resolution becomes effective.

14 **SECTION 13.**

15 That the State Properties Commission is authorized and empowered to do all acts and things  
16 necessary and proper to effect the grant of the easement area.

17 **ARTICLE II**

18 **SECTION 14.**

19 That the State of Georgia is the owner of the hereinafter described real property in Cobb  
20 County, and the property is in the custody of the State Properties Commission, hereinafter  
21 referred to as the "easement area" and that, in all matters relating to the easement area, the  
22 State of Georgia is acting by and through its State Properties Commission.

23 **SECTION 15.**

24 That the State of Georgia, acting by and through its State Properties Commission, may grant  
25 to Atlanta Northern Traction Company LLC, or their successors and assigns, a nonexclusive  
26 easement for the operation and maintenance of a pedestrian overhead bridge in, on, over,  
27 under, upon, across, or through the easement area for the purpose of maintaining, repairing,  
28 replacing, inspecting, and operating a pedestrian overhead bridge together with the right of  
29 ingress and egress over adjacent land of the State of Georgia as may be reasonably necessary

1 to accomplish the aforesaid purposes. Said easement area is located in Cobb County,  
2 Georgia, and is more particularly described as follows:

3 "That portion and that portion only as shown in yellow on a registered professional  
4 engineers drawing dated March 2, 2006, prepared by Lewis Carl Carver, #25434 and on  
5 file in the offices of the State Properties Commission,"

6 and may be more particularly described by a plat of survey prepared by a Georgia Registered  
7 Land Surveyor and presented to the State Properties Commission for approval.

8 **SECTION 16.**

9 That the above-described premises shall be used solely for the purpose of installing,  
10 maintaining, repairing, replacing, inspecting, and operating said pedestrian overhead bridge.

11 **SECTION 17.**

12 That Atlanta Northern Traction Company LLC shall have the right to remove or cause to be  
13 removed from said easement area only such trees and bushes as may be reasonably necessary  
14 for the proper operation and maintenance of said pedestrian overhead bridge.

15 **SECTION 18.**

16 That, after Atlanta Northern Traction Company LLC has put into use the pedestrian overhead  
17 bridge for which this easement is granted, a subsequent abandonment of the use thereof shall  
18 cause a reversion to the State of Georgia, or its successors and assigns, of all the rights, title,  
19 privileges, powers, and easement granted herein. Upon abandonment, Atlanta Northern  
20 Traction Company LLC, or its successors and assigns, shall have the option of removing  
21 their facilities from the easement area or leaving the same in place, in which event the  
22 pedestrian overhead bridge shall become the property of the State of Georgia, or its  
23 successors and assigns.

24 **SECTION 19.**

25 That no title shall be conveyed to Atlanta Northern Traction Company LLC and, except as  
26 herein specifically granted to Atlanta Northern Traction Company LLC, all rights, title, and  
27 interest in and to said easement area is reserved in the State of Georgia, which may make any  
28 use of said easement area not inconsistent with or detrimental to the rights, privileges, and  
29 interest granted to Atlanta Northern Traction Company LLC.

30 **SECTION 20.**

31 That if the State of Georgia, acting by and through its State Properties Commission,  
32 determines that any or all of the facilities placed on the easement area should be removed or

1 relocated to an alternate site on state owned land in order to avoid interference with the  
2 state's use or intended use of the easement area, it may grant a substantially equivalent  
3 nonexclusive easement to allow placement of the removed or relocated facilities across the  
4 alternate site, under such terms and conditions as the State Properties Commission shall in  
5 its discretion determine to be in the best interests of the State of Georgia, and Atlanta  
6 Northern Traction Company LLC shall remove or relocate its facilities to the alternate  
7 easement area at its sole cost and expense, unless the State Properties Commission  
8 determines that the requested removal or relocation is to be for the sole benefit of the State  
9 of Georgia and approves payment by the State of Georgia of all or a portion of such actual  
10 cost and expense, not to exceed by 20 percent the amount of a written estimate provided by  
11 Atlanta Northern Traction Company LLC. Upon written request, the State Properties  
12 Commission, in its sole discretion, may permit the relocation of the facilities to an alternate  
13 site on state owned land so long as the removal and relocation is paid by the party or parties  
14 requesting such removal and at no cost and expense to the State of Georgia.

15 **SECTION 21.**

16 That this resolution does not affect and is not intended to affect any rights, powers, interest,  
17 or liability of the Department of Transportation with respect to the state highway system, a  
18 county with respect to the county road system, or a municipality with respect to the city street  
19 system. Grantee shall obtain any and all other required permits from the appropriate  
20 governmental agencies as are necessary for its lawful use of the easement area or public  
21 highway right of way and comply with all applicable state and federal environmental statutes  
22 in its use of the easement area.

23 **SECTION 22.**

24 That the easement granted to Atlanta Northern Traction Company LLC shall contain such  
25 other reasonable terms, conditions, and covenants as the State Properties Commission shall  
26 deem in the best interest of the State of Georgia and that the State Properties Commission is  
27 authorized to use a more accurate description of the easement area, so long as the description  
28 utilized by the State Properties Commission describes the same easement area herein granted.

29 **SECTION 23.**

30 That the consideration for such easement shall be for the fair market value, but not less than  
31 \$650.00, and such further consideration and provisions as the State Properties Commission  
32 may determine to be in the best interest of the State of Georgia.

**SECTION 24.**

That this grant of easement shall be recorded by the grantee in the Superior Court of Cobb County and a recorded copy shall be forwarded to the State Properties Commission.

**SECTION 25.**

That the authorization in this resolution to grant the above-described easement to Atlanta Northern Traction Company LLC shall expire three years after the date that this resolution becomes effective.

**SECTION 26.**

That the State Properties Commission is authorized and empowered to do all acts and things necessary and proper to effect the grant of the easement area.

**ARTICLE III****SECTION 27.**

That the State of Georgia is the owner of the hereinafter described real property in Floyd County, and the property is in the custody of the Department of Human Resources hereinafter referred to as the "easement area" and that, in all matters relating to the easement area, the State of Georgia is acting by and through its State Properties Commission.

**SECTION 28.**

That the State of Georgia, acting by and through its State Properties Commission, may grant to Georgia Power Company, or its successors and assigns, a nonexclusive easement for the construction, operation, and maintenance of an electrical distribution line in, on, over, under, upon, across, or through the easement area for the purpose of constructing, erecting, installing, maintaining, repairing, replacing, inspecting, and operating an electrical distribution line together with the right of ingress and egress over adjacent land of the State of Georgia as may be reasonably necessary to accomplish the aforesaid purposes. Said easement area is located in the City of Rome, Floyd County, Georgia, and is more particularly described as follows:

"That portion and that portion only as shown marked in yellow on a drawing prepared by Horne Associates Land Surveyors dated June 22, 2006, prepared by Arthur Lynch and on file in the offices of the State Properties Commission,"  
and may be more particularly described by a plat of survey prepared by a Georgia Registered Land Surveyor and presented to the State Properties Commission for approval.



1 State of Georgia of all or a portion of such actual cost and expense, not to exceed by 20  
2 percent the amount of a written estimate provided by Georgia Power Company. Upon  
3 written request, the State Properties Commission, in its sole discretion, may permit the  
4 relocation of the facilities to an alternate site on state owned land so long as the removal and  
5 relocation is paid by the party or parties requesting such removal and at no cost and expense  
6 to the State of Georgia.

7 **SECTION 34.**

8 That this resolution does not affect and is not intended to affect any rights, powers, interest,  
9 or liability of the Department of Transportation with respect to the state highway system, a  
10 county with respect to the county road system, or a municipality with respect to the city street  
11 system. Grantee shall obtain any and all other required permits from the appropriate  
12 governmental agencies as are necessary for its lawful use of the easement area or public  
13 highway right of way and comply with all applicable state and federal environmental statutes  
14 in its use of the easement area.

15 **SECTION 35.**

16 That the easement granted to Georgia Power Company shall contain such other reasonable  
17 terms, conditions, and covenants as the State Properties Commission shall deem in the best  
18 interest of the State of Georgia and that the State Properties Commission is authorized to use  
19 a more accurate description of the easement area, so long as the description utilized by the  
20 State Properties Commission describes the same easement area herein granted.

21 **SECTION 36.**

22 That the consideration for such easement shall be \$10.00 and such further consideration and  
23 provisions as the State Properties Commission may determine to be in the best interest of the  
24 State of Georgia.

25 **SECTION 37.**

26 That this grant of easement shall be recorded by the grantee in the Superior Court of Floyd  
27 County and a recorded copy shall be forwarded to the State Properties Commission.

28 **SECTION 38.**

29 That the authorization in this resolution to grant the above-described easement to Georgia  
30 Power Company shall expire three years after the date that this resolution becomes effective.





1 County shall remove or relocate its facilities to the alternate easement area at its sole cost and  
2 expense, unless the State Properties Commission determines that the requested removal or  
3 relocation is to be for the sole benefit of the State of Georgia and approves payment by the  
4 State of Georgia of all or a portion of such actual cost and expense, not to exceed by 20  
5 percent the amount of a written estimate provided by Gwinnett County. Upon written  
6 request, the State Properties Commission, in its sole discretion, may permit the relocation of  
7 the facilities to an alternate site on state owned land so long as the removal and relocation  
8 is paid by the party or parties requesting such removal and at no cost and expense to the State  
9 of Georgia.

10 **SECTION 48.**

11 That the easement granted to Gwinnett County shall contain such other reasonable terms,  
12 conditions, and covenants as the State Properties Commission shall deem in the best interest  
13 of the State of Georgia and that the State Properties Commission is authorized to use a more  
14 accurate description of the easement area, so long as the description utilized by the State  
15 Properties Commission describes the same easement area herein granted.

16 **SECTION 49.**

17 That the consideration for such easement shall be \$10.00 and such further consideration and  
18 provisions as the State Properties Commission may determine to be in the best interest of the  
19 State of Georgia.

20 **SECTION 50.**

21 That this grant of easement shall be recorded by the grantee in the Superior Court of  
22 Gwinnett County and a recorded copy shall be forwarded to the State Properties  
23 Commission.

24 **SECTION 51.**

25 That the authorization in this resolution to grant the above-described easement to Gwinnett  
26 County shall expire three years after the date that this resolution becomes effective.

27 **SECTION 52.**

28 That the State Properties Commission is authorized and empowered to do all acts and things  
29 necessary and proper to effect the grant of the easement area.





1 not to exceed by 20 percent the amount of a written estimate provided by the Columbus  
2 Consolidated Government. Upon written request, the State Properties Commission, in its  
3 sole discretion, may permit the relocation of the facilities to an alternate site on state owned  
4 land so long as the removal and relocation is paid by the party or parties requesting such  
5 removal and at no cost and expense to the State of Georgia.

6 **SECTION 61.**

7 That the easement granted to the Columbus Consolidated Government shall contain such  
8 other reasonable terms, conditions, and covenants as the State Properties Commission shall  
9 deem in the best interest of the State of Georgia and that the State Properties Commission is  
10 authorized to use a more accurate description of the easement area, so long as the description  
11 utilized by the State Properties Commission describes the same easement area herein granted.

12 **SECTION 62.**

13 That the consideration for such easement shall be for \$10.00, and such further consideration  
14 and provisions as the State Properties Commission may determine to be in the best interest  
15 of the State of Georgia.

16 **SECTION 63.**

17 That this grant of easement shall be recorded by the grantee in the Superior Court of  
18 Muscogee County and a recorded copy shall be forwarded to the State Properties  
19 Commission.

20 **SECTION 64.**

21 That the authorization in this resolution to grant the above-described easement to the  
22 Columbus Consolidated Government shall expire three years after the date that this  
23 resolution becomes effective.

24 **SECTION 65**

25 That the State Properties Commission is authorized and empowered to do all acts and things  
26 necessary and proper to effect the grant of the easement area.

27 **ARTICLE VI**

28 **SECTION 66.**

29 That the State of Georgia is the owner of the hereinafter described real property in Muscogee  
30 County, and the property is in the custody of the Georgia Bureau of Investigation and the

1 Department of Driver Services, hereinafter referred to as the "easement area" and that, in all  
2 matters relating to the easement area, the State of Georgia is acting by and through its State  
3 Properties Commission.

4 **SECTION 67.**

5 That the State of Georgia, acting by and through its State Properties Commission, may grant  
6 to the Public Service Telephone Company, or its successors and assigns, a nonexclusive  
7 easement for the construction, operation, and maintenance of a telephone line in, on, over,  
8 under, upon, across, or through the easement area for the purpose of constructing, erecting,  
9 installing, maintaining, repairing, replacing, inspecting, and operating telephone lines  
10 together with the right of ingress and egress over adjacent land of the State of Georgia as  
11 may be reasonably necessary to accomplish the aforesaid purposes. Said easement area is  
12 located in land lot 100 of the 10th district of Columbus, Muscogee County, Georgia, and is  
13 more particularly described as follows:

14 "That portion and that portion only as shown highlighted in yellow on a plat of survey  
15 dated February 18, 2003, prepared by Ronald J. Heald Jr., Georgia, Reg., No. 2732, and  
16 all being on file in the offices of the State Properties Commission,"  
17 and may be more particularly described by a plat of survey prepared by a Georgia Registered  
18 Land Surveyor and presented to the State Properties Commission for approval.

19 **SECTION 68.**

20 That the above-described premises shall be used solely for the purpose of planning,  
21 constructing, erecting, installing, maintaining, repairing, replacing, inspecting, and operating  
22 said telephone line.

23 **SECTION 69.**

24 That the Public Service Telephone Company shall have the right to remove or cause to be  
25 removed from said easement area only such trees and bushes as may be reasonably necessary  
26 for the proper construction, operation, and maintenance of said telephone lines.

27 **SECTION 70.**

28 That, after the Public Service Telephone Company has put into use the telephone line for  
29 which this easement is granted, a subsequent abandonment of the use thereof shall cause a  
30 reversion to the State of Georgia, or its successors and assigns, of all the rights, title,  
31 privileges, powers, and easement granted herein. Upon abandonment, the Public Service  
32 Telephone Company, or its successors and assigns, shall have the option of removing its

1 facilities from the easement area or leaving the same in place, in which event the facility  
2 shall become the property of the State of Georgia, or its successors and assigns.

3 **SECTION 71.**

4 That no title shall be conveyed to the Public Service Telephone Company, and, except as  
5 herein specifically granted to the Public Service Telephone Company, all rights, title, and  
6 interest in and to said easement area is reserved in the State of Georgia, which may make any  
7 use of said easement area not inconsistent with or detrimental to the rights, privileges, and  
8 interest granted to the Public Service Telephone Company.

9 **SECTION 72.**

10 That this resolution does not affect and is not intended to affect any rights, powers, interest,  
11 or liability of the Department of Transportation with respect to the state highway system, a  
12 county with respect to the county road system, or a municipality with respect to the city street  
13 system. Grantee shall obtain any and all other required permits from the appropriate  
14 governmental agencies as are necessary for its lawful use of the easement area or public  
15 highway right of way and comply with all applicable state and federal environmental statutes  
16 in its use of the easement area.

17 **SECTION 73.**

18 That if the State of Georgia, acting by and through its State Properties Commission,  
19 determines that any or all of the facilities placed on the easement area should be removed or  
20 relocated to an alternate site on state owned land in order to avoid interference with the  
21 state's use or intended use of the easement area, it may grant a substantially equivalent  
22 nonexclusive easement to allow placement of the removed or relocated facilities across the  
23 alternate site, under such terms and conditions as the State Properties Commission shall in  
24 its discretion determine to be in the best interests of the State of Georgia, and the Public  
25 Service Telephone Company shall remove or relocate its facilities to the alternate easement  
26 area at its sole cost and expense, unless the State Properties Commission determines that the  
27 requested removal or relocation is to be for the sole benefit of the State of Georgia and  
28 approves payment by the State of Georgia of all or a portion of such actual cost and expense,  
29 not to exceed by 20 percent the amount of a written estimate provided by the Public Service  
30 Telephone Company. Upon written request, the State Properties Commission, in its sole  
31 discretion, may permit the relocation of the facilities to an alternate site on state owned land  
32 so long as the removal and relocation is paid by the party or parties requesting such removal  
33 and at no cost and expense to the State of Georgia.



1 construction, operation, and maintenance of ingress and egress in, on, over, under, upon,  
2 across, or through the easement area for the purpose of constructing, erecting, installing,  
3 maintaining, repairing, replacing, inspecting, and operating ingress and egress together with  
4 the right of ingress and egress over adjacent land of the State of Georgia as may be  
5 reasonably necessary to accomplish the aforesaid purposes. Said easement area is located  
6 in land lots 317, 332, 333, 334, and 387 of the 18th district, 3rd section of Paulding County,  
7 Georgia, and is more particularly described as follows:

8 "That portion and that portion only as shown in yellow on a plat of survey prepared by  
9 Donald Earl Long, No.2039, dated August 7, 2006, and on file in the offices of the State  
10 Properties Commission,"  
11 and may be more particularly described by a plat of survey prepared by a Georgia Registered  
12 Land Surveyor and presented to the State Properties Commission for approval.

13 **SECTION 81.**

14 That the above-described premises shall be used solely for the purpose of planning,  
15 constructing, erecting, installing, maintaining, repairing, replacing, inspecting, and operating  
16 said ingress and egress.

17 **SECTION 82.**

18 That Jones Company LTD shall have the right to remove or cause to be removed from said  
19 easement area only such trees and bushes as may be reasonably necessary for the proper  
20 construction, operation, and maintenance of said ingress and egress.

21 **SECTION 83.**

22 That, after Jones Company LTD has put into use the ingress and egress for which this  
23 easement is granted, a subsequent abandonment of the use thereof shall cause a reversion to  
24 the State of Georgia, or its successors and assigns, of all the rights, title, privileges, powers,  
25 and easement granted herein. Upon abandonment, Jones Company LTD, or its successors  
26 and assigns, shall have the option of removing its facilities from the easement area or leaving  
27 the same in place, in which event the facility shall become the property of the State of  
28 Georgia, or its successors and assigns.

29 **SECTION 84.**

30 That no title shall be conveyed to Jones Company LTD, and, except as herein specifically  
31 granted to Jones Company LTD, all rights, title, and interest in and to said easement area is  
32 reserved in the State of Georgia, which may make any use of said easement area not

1 inconsistent with or detrimental to the rights, privileges, and interest granted to Jones  
2 Company LTD.

3 **SECTION 85.**

4 That this resolution does not affect and is not intended to affect any rights, powers, interest,  
5 or liability of the Department of Transportation with respect to the state highway system, a  
6 county with respect to the county road system, or a municipality with respect to the city street  
7 system. Grantee shall obtain any and all other required permits from the appropriate  
8 governmental agencies as are necessary for its lawful use of the easement area or public  
9 highway right of way and comply with all applicable state and federal environmental statutes  
10 in its use of the easement area.

11 **SECTION 86.**

12 That if the State of Georgia, acting by and through its State Properties Commission,  
13 determines that any or all of the facilities placed on the easement area should be removed or  
14 relocated to an alternate site on state owned land in order to avoid interference with the  
15 state's use or intended use of the easement area, it may grant a substantially equivalent  
16 nonexclusive easement to allow placement of the removed or relocated facilities across the  
17 alternate site, under such terms and conditions as the State Properties Commission shall in  
18 its discretion determine to be in the best interests of the State of Georgia, and Jones Company  
19 LTD shall remove or relocate its facilities to the alternate easement area at its sole cost and  
20 expense, unless the State Properties Commission determines that the requested removal or  
21 relocation is to be for the sole benefit of the State of Georgia and approves payment by the  
22 State of Georgia of all or a portion of such actual cost and expense, not to exceed by 20  
23 percent the amount of a written estimate provided by Jones Company LTD. Upon written  
24 request, the State Properties Commission, in its sole discretion, may permit the relocation of  
25 the facilities to an alternate site on state owned land so long as the removal and relocation  
26 is paid by the party or parties requesting such removal and at no cost and expense to the State  
27 of Georgia.

28 **SECTION 87.**

29 That the easement granted to Jones Company LTD shall contain such other reasonable terms,  
30 conditions, and covenants as the State Properties Commission shall deem in the best interest  
31 of the State of Georgia and that the State Properties Commission is authorized to use a more  
32 accurate description of the easement area, so long as the description utilized by the State  
33 Properties Commission describes the same easement area herein granted.



1 "That portion and that portion only as shown in yellow on a plat of survey, prepared by  
2 Harry A. Strickland, No. 2409, dated October 2, 2006, and on file in the offices of the State  
3 Properties Commission,"  
4 and may be more particularly described by a plat of survey prepared by a Georgia Registered  
5 Land Surveyor and presented to the State Properties Commission for approval.

6 **SECTION 94.**

7 That the above-described premises shall be used solely for the purpose of planning,  
8 constructing, erecting, installing, maintaining, repairing, replacing, inspecting, and operating  
9 said underground electrical line.

10 **SECTION 95.**

11 That Georgia Power Company shall have the right to remove or cause to be removed from  
12 said easement area only such trees and bushes as may be reasonably necessary for the proper  
13 construction, operation, and maintenance of said underground electrical line.

14 **SECTION 96.**

15 That, after Georgia Power Company has put into use the underground electrical line for  
16 which this easement is granted, a subsequent abandonment of the use thereof shall cause a  
17 reversion to the State of Georgia, or its successors and assigns, of all the rights, title,  
18 privileges, powers, and easement granted herein. Upon abandonment, Georgia Power  
19 Company, or its successors and assigns, shall have the option of removing its facilities from  
20 the easement area or leaving the same in place, in which event the facility shall become the  
21 property of the State of Georgia, or its successors and assigns.

22 **SECTION 97.**

23 That no title shall be conveyed to Georgia Power Company, and, except as herein specifically  
24 granted to Georgia Power Company, all rights, title, and interest in and to said easement area  
25 is reserved in the State of Georgia, which may make any use of said easement area not  
26 inconsistent with or detrimental to the rights, privileges, and interest granted to Georgia  
27 Power Company.

28 **SECTION 98.**

29 That this resolution does not affect and is not intended to affect any rights, powers, interest,  
30 or liability of the Department of Transportation with respect to the state highway system, a  
31 county with respect to the county road system, or a municipality with respect to the city street  
32 system. Grantee shall obtain any and all other required permits from the appropriate

1 governmental agencies as are necessary for its lawful use of the easement area or public  
2 highway right of way and comply with all applicable state and federal environmental statutes  
3 in its use of the easement area.

4 **SECTION 99.**

5 That if the State of Georgia, acting by and through its State Properties Commission,  
6 determines that any or all of the facilities placed on the easement area should be removed or  
7 relocated to an alternate site on state owned land in order to avoid interference with the  
8 state's use or intended use of the easement area, it may grant a substantially equivalent  
9 nonexclusive easement to allow placement of the removed or relocated facilities across the  
10 alternate site, under such terms and conditions as the State Properties Commission shall in  
11 its discretion determine to be in the best interests of the State of Georgia, and Georgia Power  
12 Company shall remove or relocate its facilities to the alternate easement area at its sole cost  
13 and expense, unless the State Properties Commission determines that the requested removal  
14 or relocation is to be for the sole benefit of the State of Georgia and approves payment by the  
15 State of Georgia of all or a portion of such actual cost and expense, not to exceed by 20  
16 percent the amount of a written estimate provided by Georgia Power Company. Upon  
17 written request, the State Properties Commission, in its sole discretion, may permit the  
18 relocation of the facilities to an alternate site on state owned land so long as the removal and  
19 relocation is paid by the party or parties requesting such removal and at no cost and expense  
20 to the State of Georgia.

21 **SECTION 100.**

22 That the easement granted to Georgia Power Company shall contain such other reasonable  
23 terms, conditions, and covenants as the State Properties Commission shall deem in the best  
24 interest of the State of Georgia and that the State Properties Commission is authorized to use  
25 a more accurate description of the easement area, so long as the description utilized by the  
26 State Properties Commission describes the same easement area herein granted.

27 **SECTION 101.**

28 That the consideration for such easement shall be \$10.00, and such further consideration and  
29 provisions as the State Properties Commission may determine to be in the best interest of the  
30 State of Georgia.

31 **SECTION 102.**

32 That this grant of easement shall be recorded by the grantee in the Superior Court of Ware  
33 County and a recorded copy shall be forwarded to the State Properties Commission.

